

**37 CFR 1.7(c) FILING RECEIPT AND TRANSMITTAL LETTER WITH
AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT**

Neifeld Docket No: CAT/29US-SCROCO

Application/Patent No: 09/401,939

USPTO CONFIRMATION NO: 5333

File/Issue Date: 9/23/1999

GAU/Examiner: 3622/Janvier

Inventor/title: SCROGGIE/System and Method for Providing Shopping Aids and Incentives to
Customers Through a Computer Network

1. **THE COMMISSIONER IS HEREBY AUTHORIZED TO CHARGE ANY FEES
WHICH MAY BE REQUIRED, OR CREDIT ANY OVERPAYMENT, TO DEPOSIT
ACCOUNT NUMBER 50-2106.**

2. **Fees paid via EFS WEB CREDIT CARD PAYMENT: NONE**

3. **THE FOLLOWING ITEMS ARE BEING SUBMITTED:**
REPLAY APPEAL BRIEF

4. **FOR INTERNAL NEIFELD IP LAW, PC USE ONLY**

DISBURSEMENT: NONE CLIENT BILLING MATTER: CAT29USSCRO BANK ACCOUNT: 6 G/L ACCOUNT: 5010	FEES: NONE DESCRIPTION: FIRM CHARGE FOR PAYING GOV. FEES FOR APPEAL LAWYER: RAN
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INITIALS OF PERSON ENTERING ACCOUNTING DATA: RAN

DATE: 4/6/2007

Signature: /Richard Neifeld#35,299/ Attorney of Record

Printed: April 6, 2007 (3:28pm)

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37 CFR 41.41 REPLY BRIEF

TO THE BOARD OF APPEALS: In response to the examiner's answer dated 2/27/2007, please consider this the following replies.

The examiner allegedly withdraws the rejections of claims 71-76 under 103 based upon Nichtberger. Answer page 12. In response, the panel should take this as an admission and indicate in its decision that those rejections are reversed.

The examiner asserts that the rejections of claims 32, 44, 45, 57, 58, 70, and 74 are moot. Answer page 12. In response, the appellant submits that the panel should take this as an admission and indicate in its decision that those rejections are reversed.

The examiner asserts that the appellant contended that claim 32 "recite[s]... a personal computer, located at home or outside the retail store, to log onto a web site of the main computer". Answer page 13 second full paragraph. In response, the appellant made no such assertion. See the principle brief page 12, copying claim 32. However dependent claims 71-76 generally recite those limitations.

The examiner asserts that the appellant reads limitations into the claim from the specification regarding the claimed "transmitting ... to a personal computer." Answer pages 12 and 13. In response, the appellant disagrees. What the appellant has done in the principle brief is point out why the examiner's correspondence of Nichtberger's store's "local unit 20" to the claimed personal computer is improper. As a result, Nichtberger does not disclose the claimed "transmitting ... to a personal computer." Part of the exercise involved presenting in the principle brief the broadest reasonable interpretation of the claimed "personal computer" in view of the specification. That exercise appears in the principle brief at pages 12-15.

The examiner next asserts that the "local unit 20" is a personal computer. Answer page 15 lines 1-2. In response, the appellant disagrees. Moreover, the examiner provides no reasoning or citation to Nichtberger for that conclusion. The examiner's bare assertion is not evidence, and it does not support his contention.

The examiner equates a terminal and a kiosk to a personal computer. Answer page 15 first full paragraph. In response, the appellant disagrees. First, the examiner did not provide evidence during prosecution of the meaning of personal computer contrary to what is disclosed in the specification, and the examiner's assertions now are therefore not supported by the record. Second, the specification governs as to the broadest reasonable meaning consistent with the specification. The specification description of a personal computer clarifies that a store terminal is not a personal computer.

Moreover, the examiner's new and unsupported definition "in the art" of "personal computer" is wrong in the sense that it is not consistent with dictionary definitions "in the art". For the purpose of administrative notice, if the panel chooses to take such notice, definitions readily available from online dictionaries for "personal computer" are "single-user computer: a computer with its own operating system and a wide selection of software, intended to be used by one person" from <http://encarta.msn.com/encnet/features/dictionary/DictionaryResults.aspx?refid=1861725228>; "noun a microcomputer designed for use by one person at a time" from http://www.askoxford.com/concise_oed/personalcomputer?view=uk; "a general-purpose computer equipped with a microprocessor and designed to run especially commercial software (as a word processor or Internet browser) for an individual user" from <http://www.m-w.com/cgi-bin/dictionary?book=Dictionary&va=personal+computer>. Whether the panel decides to take administrative notice of this information is of course discretionary. However, the appellants point is that the examiner new assertions regarding the meaning "in the art" of "personal computer" are not both not supported by evidence and also wrong; personal computer does not mean "terminal" or "kiosk".

The examine argues that encoding coupon selection data corresponds to the claimed "generating said purchase incentive [based on said discount items] comprises generating [a] voucher". Answer spanning pages 16 and 17. In response, the appellant disagrees. The meaning of the word "voucher" (in evidence in the principle brief) and its use in the specification refer to (1) a paper document (2) evidencing a claim to money. All the coupon selection data stored in the card taught by Nichtberger evidence is an option to obtain a discount upon purchase of a product. That requires

purchase of a product, and that does not imply evidence of a claim to money. The examiner confuses a coupon with a voucher. In addition, both claims 33 and 34 indicate that the claimed "voucher" is not a coupon. Claim 33 for example indicates the voucher is "instantly redeemable" indicating that it is for money, and not contingent on product purchase. Claim 34 indicates it is for money redeemable after a period of time (subsequent visit to the retail store) thereby contrasting to claim 33. As a contrast to claim 33, claim 34 indicates also that no product purchase is required for redeeming a voucher.

The examiner contend that the obviousness rejections of claims 72-74 and 76 based upon Nichtberger and Bamett are proper. Answer page 19 first full paragraph. In response, the appellant submits that the examiner has not addressed the reasoning in the principle brief explaining why there is no motivation to combine.

	Respectfully submitted
<u>4/6/2007</u>	<u>/RichardNeifeld#35,299/</u>
Date	Richard Neifeld, Reg. No: 35,299
	Attorney of Record

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